

**VOLUNTARY CLEANUP CONTRACT
17-6490-NRP**

**IN THE MATTER OF
FIBER INDUSTRIES-GREYSTAR, GREENVILLE COUNTY
and
GREYSTAR GP II, LLC**

This Voluntary Cleanup Contract is entered into by the South Carolina Department of Health and Environmental Control and Greystar GP II, LLC, with respect to the Property located at 40 and 44 Market Point Drive, Greenville, South Carolina. The Property includes a total of approximately 5.7 acres identified by Tax Map Serial Numbers 0547010101637 (0.3 acres) and a portion of 0547010101627 (5.45 acre portion). In entering this Contract, the Department relies on the representations contained in the "Non Responsible Party Application for Voluntary Cleanup Contract" of August 11, 2017 and any amendments thereto, by Greystar GP II, LLC, which is incorporated into this Contract and attached as Appendix A.

AUTHORITY

This Contract is entered into pursuant to the Brownfields/Voluntary Cleanup Program, S.C. Code Ann. §§ 44-56-710, et seq. (2002 & Supp. 2016); the South Carolina Hazardous Waste Management Act (SCHWMA), S.C. Code Ann. §§ 44-56-10, et seq. (2002 & Supp. 2016); the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. §§ 9601, et seq. (1994); the State Underground Petroleum Environmental Response Bank Act, (SUPERB Act), S.C. Code Ann. §§ 44-2-10, et seq. (2002 & Supp. 2016); and the Pollution Control Act, S.C. Code Ann. §§ 48-1-10 et seq. (2008 & Supp. 2016).

DEFINITIONS

1. Unless otherwise expressly provided in this Contract, terms used herein shall have the meaning assigned to them pursuant to the Brownfields/Voluntary Cleanup

Program, and if not set forth therein, shall have the meaning assigned to them pursuant to the SCHWMA, the PCA, the SUPERB Act, or CERCLA.

- A. "GGPII" means Greystar GP II, LLC.
- B. "Beneficiaries" means GGPII's Non-Responsible Party lenders, signatories, parents, subsidiaries, and successors, including new purchasers, lessees, and other parties acquiring an interest in any portion of the Property (including, but not limited to, any joint venture partners of GGPII), but only to the extent that such parties have never been a Responsible Party at the Site.
- C. "Contamination" means the presence of a contaminant, pollutant, hazardous substance, petroleum, or petroleum product whether in liquid, solid, or vapor form.
- D. "Contract" means this Voluntary Cleanup Contract.
- E. "Department" means the South Carolina Department of Health and Environmental Control, or a successor agency of the State of South Carolina that has responsibility for and jurisdiction over the subject matter of this Contract.
- F. "Existing Contamination" shall mean any Contamination present on, or under, the Site as of the execution date of this Contract.
- G. "Property" means the real property as described in the Non Responsible Party Application for Voluntary Cleanup Contract attached as Appendix A, and that is subject to the ownership, prospective ownership, or possessory or contractual interest of GGPII or its Beneficiaries.

- H. "Segregated Sources" means drums, tanks, or similar discrete containers that potentially hold substances that may cause Contamination upon release to the environment.
- I. "Site" means all areas where a contaminant, petroleum, or petroleum product has been released, deposited, stored, disposed of, or placed or otherwise comes to be located; "Site" does not include any consumer product in consumer use or any vessel.
- J. "Waste Materials" means any Contamination-causing solid, semi-solid, or liquid material discarded, buried, or otherwise present on the Property, and may include sludge, slag, or solid waste materials such as empty containers and demolition debris or materials containing asbestos, lead-based paint, or petroleum or other contaminants.

FINDINGS

2. Based on the information known by or provided to the Department, the following findings are asserted for purposes of this Contract:

- A. Owners and Operators: The owners and operators of the Property include the following:

TMS 0547010101637 (0.3 acres)

Hoechst Celanese Corporation (a/k/a Fiber Industries)	1963 to 1984
Celanese Corporation	1984 to 1986
Celanese Fibers, Inc.	1986 to 1998
HNA Holdings, Inc.	1998 to 2001
CICC Associates, Limited Partnership	2001 to 2003
Point Development, LLC	2003 to present

TMS 0547010101627 (5.45 acre portion)

Hoechst Celanese Corporation (a/k/a Fiber Industries)	1963 to 1984
Celanese Corporation	1984 to 1986
Celanese Fibers, Inc.	1986 to 1998
CICC Associates, Limited Partnership	1998 to 1999
Reef Capital, LLC	1999 to 2003
Point Development, LLC	2003 to present

B. Property and Surrounding Areas: The Property is located in a densely developed commercial area of Greenville, South Carolina. It is comprised of 5.7 acres within a former industrial facility. The Property is generally bounded by vacant former industrial property to the north with commercial property beyond, the former manufacturing building to the northeast with commercial properties beyond, multi-family housing recently built on former industrial property in accordance with a voluntary cleanup contract to the east, Market Point Drive and commercial property followed by single family residences beyond to the south, and former industrial property now developed with multi-family housing in accordance with a voluntary cleanup contract to the west.

C. The Property was undeveloped agricultural fields or pastureland prior to construction of a manufacturing plant by the Hoechst Celanese Corporation (HCC). The HCC facility, also known as Fiber Industries, was constructed in 1963 and began operations in 1964 as a manufacturer of nylon yarn. Production of polyester yarn was added in 1971. Production ceased in 1981 and the HCC facility closed in 1987. The overall HCC facility included a large production building and surrounding smaller structures and areas in support of the manufacturing operations. The main production building was located approximately 450 feet northeast of the Property, but several manufacturing support structures were located on the Property. These support structures include an area identified as the TT Utility area and associated Dowtherm Boiler, containment sump, and

secondary containment structure. Dowtherm is a heat transfer fluid that was used for temperature control of non-contact cooling water in the yarn manufacturing process. A former fire training area and a coil cleaning area are also located in the central area of the Property.

- D. Investigations / Reports; Regulatory Issues: Environmental evaluation of the HCC facility under CERCLA (Comprehensive Environmental Response, Compensation, and Liability Act) began in 1981. A 1989 CERCLA Site Inspection recommended further environmental assessment. HCC conducted soil and groundwater assessment followed by remediation activities in the late 1980's. Early environmental assessments of the HCC facility indicated three main source areas of soil and groundwater contamination at the facility including (1) a Former Landfill/Laydown Area, (2) the Chlorobenzene Area, and (3) the Dowtherm Area. At least one structure associated with former Dowtherm use, the former TT Utility building, is located on the Property. The Former Landfill/Laydown Area and the Chlorobenzene Area are not located on the Property.

In 1990, HCC entered into Consent Order #90-09-SW with the Department to address groundwater contamination believed to have been caused by migration of contaminants from the Landfill/Laydown Area. The order required HCC to address the onsite groundwater contamination via the performance of the Remedial Investigation/Feasibility Study and the construction and operation of a groundwater extraction and treatment system.

On January 5, 2001, CNA Holdings, a subsidiary of HCC, entered into responsible party Voluntary Cleanup Contract 00-4782-RP with the Department to complete the ongoing groundwater remediation projects. VCC 00-4782-RP requires groundwater remediation and long-term site wide groundwater monitoring of the Landfill/Laydown Area, the Chlorobenzene Area, and the Dowtherm Area. Five monitoring wells that are part of the long-term monitoring program are located on

the Property. CNA Holdings is also in the process of further evaluating soil and groundwater quality for impacts from the TT Utility structure on the Property.

The Phase I Environmental Site Assessment (June 12, 2017, Terracon) and Limited Site Investigation Report (August 4, 2017, Terracon) submitted in support of this Contract describe current conditions on the Property. Although all buildings have been removed from the Property, building slabs, a concrete structure associated with the TT Utility building containing multiple vaults and manhole size openings, and building debris are located in the central portion of the Property. Three soil piles are present on the Property. Both soil piles in the northern portion of the Property extend off the Property to the north. These soil piles are derived from soil excavated during construction of either or both Market Point Drive (southern Property boundary) or Market Point Connector Road (western Property boundary). Soil and groundwater sampling conducted on the Property identified Dowtherm constituents in groundwater and polynuclear aromatic hydrocarbons in a soil sample from one of the soil piles above levels acceptable for unrestricted use.

- E. Applicant Identification: GGPII is a state of Delaware limited liability company with its principal place of business located at 18 Broad Street, Suite 300, Charleston, South Carolina, 29401.
- F. Proposed Redevelopment: GGPII will acquire the Property and intends to develop it with a multi-family residential development with associated open and garage parking areas, drives, landscaped areas and courtyards.

CERTIFICATIONS

- 3. GGPII has certified upon application that: 1) GGPII is not a Responsible Party at the Site, or a parent, successor, or subsidiary of a Responsible Party at the Site and has not had any involvement with the Property in the past other than activities performed

in anticipation of participation in the Voluntary Cleanup Program; 2) its activities will not aggravate or contribute to Existing Contamination on the Site or pose significant human health or environmental risks; and, 3) it is financially viable to meet the obligations under this Contract.

RESPONSE ACTION

4. GGPII agrees to conduct the response actions specified in the sub-paragraphs below. An initial Work Plan shall be submitted by GGPII, or its designee, within thirty (30) days after the date of execution of this Contract by the Department, or such earlier or later date if approved by the Department's project manager. A report of the assessment results shall be submitted by GGPII, or its designee in accordance with the schedule provided in the initial Work Plan. GGPII acknowledges that the assessment may find distributions of Existing Contamination requiring additional assessment and/or corrective action on the Property that cannot be anticipated with this Contract. Except as provided in Section 16, Contract Termination, GGPII agrees to perform the additional assessment and/or corrective action consistent with the intended uses of the Property under the purview of this Contract; however, GGPII may seek an amendment of this Contract to clarify its further responsibilities. GGPII shall perform all actions required by this Contract, and any related actions of GGPII's choosing not expressly required by this Contract, pursuant to Work Plans and/or Addenda approved by the Department.

A. Work Plan Logistics:

- 1). The Work Plan(s) shall set forth a schedule and methods for assessment and corrective action activities detailed herein.
- 2). The Work Plan(s) shall be submitted to the Department in the form of one hard copy and one electronic copy of the entire Work Plan on a compact disk (in .pdf format).
- 3). All activities undertaken pursuant to this Contract shall be consistent with S.C. statutes, regulations, and permitting requirements (e.g., stormwater

management and waste disposal regulations). GGPII shall identify and obtain the applicable permits before beginning any action.

- 4). The Work Plan(s) shall be in accordance with accepted industry standards and shall be signed and sealed by a Professional Engineer or Professional Geologist duly-licensed in South Carolina.
- 5). The Work Plan(s) shall provide detailed information about the proposed sampling points, collection methods, analytical methods, quality assurance procedures, and other pertinent details of the assessment and/or corrective measure activities consistent with the following:
 - a). Sample collection methodologies shall be consistent with the US EPA Region IV Field Branches Quality System and Technical Procedures.
 - b). All monitoring wells and groundwater sampling points shall be constructed in accordance with Well Standards, 6 S.C. Code Ann. Regs. 61-71 (2002 & Supp. 2016). The Work Plan shall provide sufficient detail to support issuance of the well approvals by the Department.
 - c). The laboratory analyses for samples taken pursuant to the Work Plan are specified in the media-specific sub-paragraphs below, but may include any of the following:
 - i. the full EPA Target Analyte List (TAL);
 - i). EPA Target Analyte List excluding cyanide (TAL-Metals);
 - ii. the full EPA Target Compound List (TCL);
 - i). EPA Target Compound List Volatile Organic Compounds (TCL-VOCs);
 - ii). EPA Target Compound List Semi-Volatile Organic Compounds (TCL-SVOCs) including Dowtherm constituents 1,1-biphenyl and diphenyl ether;
 - iii). EPA Target Compound List Pesticides (TCL-Pesticides);
 - iv). EPA Target Compound List Polychlorinated Biphenyls (TCL-PCBs).

- d). All analytical methods shall use appropriate detection levels to allow comparison to the media-specific screening criteria listed in the "United States Environmental Protection Agency Regional Screening Levels for Chemical Contaminants at Superfund Sites" (EPA RSLs) in effect at the time of sampling. The applicable Protection of Groundwater Soil Screening Level (SSL) shall be the "MCL-Based SSL", if listed. If the applicable screening criteria are lower than achievable detection levels, the analytical method shall use the lowest achievable detection levels.
- 6). The Work Plan shall include the names, addresses, and telephone numbers of GGP II's consulting firm(s), analytical laboratories, and GGP II's contact person for matters relating to this Contract and the Work Plan.
 - a). The analytical laboratory shall possess applicable Certification defined in the State Environmental Laboratory Certification Program, 7 S.C. Code Ann. Regs. 61-81 (2012), for the test method(s) and parameters specified in the Work Plan.
 - b). GGP II shall notify the Department in writing of any changes concerning the consulting firm(s), contact person(s), or laboratory identified in the Work Plan.
- 7). The Department will notify GGP II in writing of approvals or deficiencies in the Work Plan.
- 8). GGP II, or its designee, shall respond in writing within thirty (30) days of receipt of any comments on the Work Plan by the Department.
- 9). GGP II shall begin implementation of the Work Plan as soon as reasonably possible after receipt of written approval of the Work Plan by the Department.
- 10). GGP II shall inform the Department at least five (5) working days in advance of all field activities conducted pursuant to the Work Plan, and shall allow the Department, or its authorized representatives, to take duplicates of any samples if desired.
- 11). GGP II shall preserve items on the Property that may: 1) provide evidence of a Potentially Responsible Party's involvement at the Site; 2) lead to the

discovery of other areas of Contamination at the Site; or 3) contain environmental information related to the Site. Such items may include drums, bottles, labels, business and operating records, contracts, Site studies, investigations, and other physical or written materials relating to the Site. GGPII shall notify the Department of the location of any such items, and provide the Department with an opportunity to inspect any materials or copy any documents at the Department's expense prior to destruction of said items.

B. Report Logistics

- 1). Report(s) shall be prepared in accordance with accepted industry standards and shall be certified by signature and seal of a Professional Engineer or Professional Geologist duly licensed in South Carolina.
- 2). The report(s) of assessment and/or corrective measures activities shall include a discussion of investigation methods and any deviations from the Department approved Work Plan. Report(s) shall also include tables and figures to summarize all data, a surveyed map documenting sampling locations, documentation of field observations including well core logs, sample descriptions, field screening results, and all laboratory analytical data.
- 3). All report(s) shall be submitted to the Department in the form of one hardcopy and one electronic copy of the entire report on a compact disk (in .pdf format).

C. Assess Waste Materials and Segregated Sources:

- 1). GGPII shall characterize all Waste Materials and Segregated Sources identified below. Assessment shall include an evaluation of contaminant concentrations and an estimation of the quantity or extent of each type of Waste Material or Segregated Source, as applicable, or as specified below.
 - a). GGPII shall identify the depth and construction of sumps, pits, vaults or other structures on the Property and identify the quantity of materials (liquid and solid) remaining in each structure.

- b). GGPII shall characterize the materials within each subsurface structure. Samples shall be analyzed for EPA TAL/TCL.
- c). Characterize all construction debris and other waste materials remaining on the Property for offsite disposal in accordance with applicable regulations.
- 2). GGPII shall also characterize for disposal any other Waste Material and Segregated Sources that may be discovered on the Property at any time during assessment, corrective action, or development activities in accordance with applicable regulations.
- 3). Upon discovery of any Segregated Source that has not yet released all of its contents to the environment, GGPII shall expeditiously stabilize or remove the Segregated Source from the Property.
- 4). GGPII shall immediately notify the Department if a release of Contamination occurs as a result of its assessment, stabilization or removal actions. GGPII shall assess the impact of the release and take necessary action in accordance with a Department approved plan.

D. Conduct a well survey:

- 1). GGPII shall map all public and private wells used for drinking water supply within a one-half mile radius of the Property, and wells used for irrigation or other non-drinking water use within a one-quarter mile radius.
- 2). GGPII shall report sufficient information to the Department to allow the Department to secure permission to sample the wells. At a minimum, this information shall include the: 1) Location of the well; 2) Identity and mailing address of the well owner; and, 3) Telephone number, if publicly available or otherwise known to GGPII, of the well owner or occupant of the residence served by the well.

E. Assess soil quality across the Property:

- 1). GGPII shall collect and analyze a minimum of thirty-two (32) soil samples from twenty (20) locations on the Property. GGPII shall collect one surface soil

sample (0-1 foot below ground surface) and one subsurface soil sample (2 foot minimum depth) from each of the following locations:

- a). Composite soil samples shall be collected from the Soil Piles #1 and #3 if this soil will be incorporated into redevelopment of the Property. Five (5) composite soil samples shall be collected from Soil Pile #1, and three (3) composite soil samples shall be collected from Soil Pile #2. Samples shall target areas of the soil piles that were not targeted in previous sampling as reported in the *Limited Site Investigation Report*, dated August 4, 2017. Samples shall be analyzed for TAL metals and TCL SVOCs.
- b). Surface and subsurface soil samples shall be collected from two (2) locations within the former coil cleaning area.
- c). Surface and subsurface soil samples shall be collected from two (2) locations within the former TT Utility area.
- d). Surface and subsurface soil samples shall be collected from two (2) locations within the former Dowtherm boiler/secondary containment area.
- e). Surface and subsurface soil samples shall be collected from two (2) locations within the fire training area.
- f). Divide remainder of Property not addressed through sampling identified above (areas northwest and southeast of the TT Utility, Dowtherm Boiler and Fire Training areas) into four approximately one acre grids. Collect one (1) surface soil sample and one subsurface soil sample from each grid. Samples shall be analyzed for TAL metals and TCL SVOCs.
- g). A minimum of two (2) soil samples shall be collected from beneath the TT Utility remnant structure containing vaults upon its removal. Sample locations shall target any soil that exhibits indication of contamination based on field screening for VOCs, odors or staining. Soil samples shall be analyzed for TAL metals and TCL VOCs and SVOCs.
- h). Soil shall be field screened for evidence of contamination upon removal of existing pavement. Soil samples shall be collected targeting any soil that

exhibits indication of contamination based on field screening for VOCs, odors or staining.

- 2). Unless otherwise specified above, each surface soil sample shall be analyzed for TAL-Metals and SVOCs. Each subsurface sample shall be analyzed for TAL-Metals, VOCs and SVOCs. A minimum of one surface and one subsurface soil sample from the TT Utility Area, the Dowtherm boiler/secondary containment area and from the Fire Training area shall be analyzed for the full EPA-TAL (includes cyanide) and EPA-TCL.
- 3). Soil quality results shall be compared to the EPA RSL Resident and Industrial Screening Levels and to the applicable Protection of Groundwater SSL.

F. Assess groundwater quality:

- 1). GGPII shall assess groundwater quality on the Property. Assessment shall include samples from a minimum of two existing monitoring wells. Specific locations shall be as follows:
 - a). Existing monitoring wells TTU25 and TTU61 shall be analyzed for EPA TAL/TCL constituents;
- 2). Groundwater quality results shall be compared to the primary maximum contaminant level (MCL) standards in the State Primary Drinking Water Regulations, 4 S.C. Code Ann. Regs. 61-58 (2011 & Supp. 2016), or, if not specified in R.61-58, to the EPA RSL for "Tapwater."

G. Evaluate and control potential impacts to indoor air:

- 1). GGPII shall evaluate potential impacts to indoor air based on concentrations of Dowtherm constituents detected in groundwater on the Property that pose a potential threat to indoor air quality based on EPA OSWER "Technical Guide for Assessing and Mitigating the Vapor Intrusion Pathway from Subsurface Vapor Sources to Indoor Air" dated June 2015 and supplemental EPA guidance ("Vapor Intrusion Technical Guide").

- a). GGPII's evaluation of vapor intrusion risk shall, unless otherwise agreed to by the Department, consist of collection and analysis of a minimum of five (5) soil gas samples at the locations identified below:
 - i. One (1) sample shall be collected in the vicinity of existing monitoring well TTU61/25
 - ii. The other four (4) samples shall be collected approximately 70 feet northwest, northeast, southwest and southeast of the first location.
 - b). Soil gas samples shall be analyzed for VOCs and Dowtherm constituents by appropriate methods capable of detecting soil gas concentrations at screening levels indicative of a 10^{-6} cancer risk or a hazard quotient of 1 (or 0.1 as applicable) for non-carcinogens based on an appropriate attenuation factor.
 - c). Soil gas sampling results and predicted indoor air concentrations shall be compared to screening levels indicative of a 10^{-6} cancer risk or a hazard quotient of 1 (or 0.1 as applicable) for non-carcinogens based on the Vapor Intrusion Technical Guide.
- 2). Should the results of the Vapor Intrusion Assessment indicate that contaminant concentrations exceed levels indicative of a 10^{-6} cancer risk or a hazard quotient/hazard index of 1 (or 0.1 as applicable) for non-carcinogens for the proposed use of the Property, GGPII shall evaluate options for corrective measures and engineering controls to ensure acceptable indoor air quality. At a minimum, GGPII shall propose and implement engineering controls to mitigate contaminant vapor intrusion to meet acceptable levels in accordance with Paragraph 4.H of this Contract.
 - 3). The Department may allow GGPII to implement pre-emptive vapor intrusion mitigation measures in lieu of the above Vapor Intrusion Assessment. Vapor intrusion mitigation measures shall be completed and evaluated in accordance with Paragraph 4.H of this Contract.

H. Institute reasonable Contamination control measures:

- 1). GGPII shall remove from the Property and properly dispose of all Waste Materials and Segregated Sources of Contamination in accordance with applicable regulations based on characterization results.
 - a). Waste Materials and Segregated Sources known to be present on the Property and that require removal include, but may not be limited to, the following:
 - i. All material within vaults in the TT Utility building remnant and within any other sumps, pits, vaults or other open structures on the Property.
 - ii. Construction debris and other waste materials remaining on the Property.
 - a). GGPII shall document the characterization results and ultimate disposition of the materials to the Department within sixty (60) days of removal of any material from the Property.
 - b). Subject to Department approval, buried Waste Materials, if present, may be stabilized in place on the Property in a manner that will effectively limit or prevent human exposure and release of contaminants to the environment. If any Waste Materials are to be stabilized in place, GGPII shall propose plans for stabilization of the Waste Materials in a Corrective Measures Plan in accordance with Paragraph 4.H.2 below. GGPII shall also enter into a Declaration of Covenants and Restrictions to document the area of stabilization, and to maintain the stabilization measures in accordance with Paragraph 9 of this Contract.
- 2). GGPII shall take reasonable measures to effectively limit or prevent human exposure to Existing Contamination in any media on the Property. GGPII shall evaluate options for corrective measures in an Analysis of Brownfields Cleanup Alternatives (ABCA). Upon Department approval of the corrective measures selected in the ABCA, GGPII shall prepare a Corrective Measures Plan. The Corrective Measures Plan shall be approved by the

Department prior to implementation, and shall be consistent with the intended future use of the Property.

- a). Corrective measures shall be required for Contamination present in any media on the Property with concentrations in excess of appropriate human-health risk-based exposure standards with plausibly complete routes of exposure. Known media that require Corrective Measures include, but may not be limited to, the following:
 - i. Groundwater
 - ii. Soil in Soil Pile #1 as identified in the *Limited Site Investigation Report*, dated August 4, 2017.
- b). GGPII may request Department approval to conduct a site-specific risk assessment to determine levels of Contamination that are acceptable for the intended use of the Property. The risk assessment shall be conducted in accordance with EPA Risk Assessment Guidance for Superfund. Prior to conducting the risk assessment, GGPII shall submit for Department approval, an overview of risk assessment assumptions including identification of Contamination exposure routes, the type and duration of possible exposures, the magnitude of exposure, and any data gaps that need to be addressed to complete the risk assessment.
- c). Corrective measures may include removal, encapsulation, barriers, or other methods reasonably expected to limit human exposures to the Contamination. Subject to Department approval, corrective measures may include a land use restriction in accordance with Paragraph 9 (Declaration of Covenants and Restrictions) of this Contract
- d). If required, vapor intrusion control measures shall be designed to effectively mitigate vapor intrusion risk to a 10^{-6} risk for carcinogens and a hazard quotient/hazard index of 1 for non-carcinogens based on current EPA RSLs and guidance on vapor intrusion. All vapor intrusion control measures shall include monitoring to confirm that the vapor mitigation system is effective, and procedures to ensure and document proper and effective operation and

maintenance of the vapor intrusion mitigation system for as long as it is required at the Property. The Department shall give reasonable consideration of data or other demonstration that shows any unacceptable indoor air contaminant concentrations do not result from the subsurface conditions.

- e). Upon completion of any corrective measures, GGPII shall provide a Corrective Measures Report to document satisfactory completion of the corrective measures for Department review and approval prior to obtaining a Certificate of Completion.
- 3). In the event that development of the Property will require disturbance of contaminants in soil or groundwater, GGPII shall propose a Media Management Plan. The Media Management Plan shall address management of contaminated media when encountered on the Property, its characterization if necessary for offsite disposal, and identification of the final disposal location for all contaminated media.
- 4). In the event that corrective measures include engineering controls that must be maintained and monitored for future use of the Property, a Stewardship Plan may be required by the Department. If required, the Stewardship Plan shall identify procedures for management of contaminated media that may be encountered as a result of any disturbance of the engineering controls, and for repair or replacement of the engineering controls.

B. Monitor and/or abandon the monitoring wells:

- 1). GGPII shall implement a groundwater-monitoring program if required by the Department. Continued monitoring requirements will be based on the Department's determination of potential adverse effects on nearby receptors, i.e., individuals that are presently or potentially exposed to Contamination.
- 2). The Department will determine the frequency and duration of the monitoring program on a case-specific basis.

- 3). GGPII shall abandon any monitoring well(s) installed pursuant to this contract when the Department determines there are no further needs for the wells. The wells shall be abandoned in accordance with Well Standards, 6 S.C. Code Ann. Regs. 61-71 (2002 & Supp. 2016).
- 4). GGPII shall coordinate with CNA Holdings, Inc. (responsible for ongoing groundwater monitoring on the Property in accordance with VCC 00-4782-RP) and the Department's Site Remediation Section for abandonment and replacement of monitoring wells as needed to accommodate GGPII's redevelopment plans on the Property. The monitoring wells shall be properly abandoned prior to initiation of any Property development activities that could damage the wells. GGPII shall also install replacement monitoring wells at locations acceptable to CNA Holdings, Inc., the Department and GGPII when Property development has been completed.

HEALTH AND SAFETY PLAN

2. GGPII shall prepare and submit under separate cover from the Work Plan, a Health and Safety Plan consistent with Occupational Safety and Health Administration regulations. The Health and Safety Plan shall be submitted to the Department in the form of one electronic copy on compact disk (in .pdf format). GGPII agrees that the Health and Safety Plan is submitted to the Department only for informational purposes. The Department expressly disclaims any liability that may result from implementation of the Health and Safety Plan by GGPII.

PUBLIC PARTICIPATION

3. GGPII and the Department will encourage public participation to implement this Contract as follows:
 - A. The Department will provide notice, seek public comment, and initiate a thirty (30) day claim contribution notification period in accordance with established

procedures consistent with S.C. Code Ann. § 44-56-750 upon signature of this Contract by GGPII.

B. GGPII shall erect a sign at major entrances onto the Property or other locations routinely accessible by the public. The sign(s) shall be erected no later than one (1) day after the Department's public announcement about the Contract in a newspaper of general circulation in the community.

- 1). The sign(s) will state "Voluntary Cleanup Project by Greystar GP II, LLC under Voluntary Cleanup Contract 17-6490-NRP with the South Carolina Department of Health and Environmental Control." The sign(s) shall provide a brief description of the scope of activities under the Contract, and contact information, including telephone number and address, for a representative of GGPII. Contact information for the Department shall state "TOLL-FREE TELEPHONE: 1-866-576-3432".
- 2). All sign lettering must be of sufficient size to be legible with un-aided normal eyesight from the point where the public will normally pass by the Property without intruding onto the Property.
- 3). GGPII shall submit photographs of the sign(s) and a Property drawing showing the location(s) of the sign(s). The photographs shall be submitted to the Department within ten (10) days of erecting the sign(s).
- 4). GGPII agrees to revise the sign if the Department determines the sign is inaccurate, not legible, or otherwise ineffectively placed.
- 5). GGPII shall maintain the sign(s) in legible condition and at visible locations throughout the duration of the Contract period until a Certificate of Completion is issued on the Property.
- 6). The sign(s) may be removed to accommodate building or grading activities; however, GGPII shall restore the sign(s) within two (2) days to its original location, or other publicly accessible location upon notice to the Department.

PROGRESS UPDATES

4. GGPII shall submit periodic written updates to the Department's project manager until such time as all activities related to the Property are complete pursuant to this Contract. The first update shall be due within thirty (30) days of the Department's execution of this Contract and at least semi-annually thereafter. The initial Work Plan may serve as the first update. Reports and supplemental work plans may serve as subsequent updates.
 - A. The updates may be in summary letter format, but should include information about:
 - 1). The actions taken under this Contract during the previous reporting period;
 - 2). Actions scheduled to be taken in the next reporting period;
 - 3). Sampling, test results, and any other data in summary form, generated during the previous reporting period regardless of whether the data was collected pursuant to this Contract; and,
 - 4). A description of any environmental problems experienced during the previous reporting period and the actions taken to resolve them.
 - B. The Department's project manager may allow an extended schedule between updates based on case specific conditions.

SCHEDULE

5. GGPII shall perform all activities and response actions pursuant to this Contract in an expeditious manner. In the event that circumstances cause a delay in implementation of the response actions, the Department may require implementation of interim measures to stabilize Contamination or prevent unacceptable exposures. GGPII shall implement the interim measures in accordance with a Department-approved plan.

DECLARATION OF COVENANTS AND RESTRICTIONS

6. GGPII or its Beneficiaries shall enter, and record, a Declaration of Covenants and Restrictions (Declaration) for the Property to prohibit the use of groundwater on the Property. Additional restrictions will be required if Contamination exceeds levels acceptable for unrestricted use after completing the response actions pursuant to this Contract or if otherwise required per Paragraphs 4.I.1.c. or 4.I.2.c of this Contract. Contaminant levels acceptable for unrestricted use shall be the Screening Levels for Resident Soil and for Resident Air (either measured or predicted based on EPA OSWER "Technical Guide for Assessing and Mitigating the Vapor Intrusion Pathway from Subsurface Vapor Sources to Indoor Air" dated June 2015 and supplemental EPA guidance) as specified in the EPA RSLs. The recorded Declaration shall be incorporated into this Contract as an Appendix and shall be implemented as follows:
 - A. The Department shall prepare and sign the Declaration prior to providing it to GGPII. An authorized representative of GGPII or its Beneficiaries shall sign the Declaration within ten (10) days of receipt. All signatures shall be witnessed, and signed and sealed by a notary public.
 - B. GGPII or its Beneficiaries shall record the executed Declaration with the Registrar of Deeds or Mesne Conveyance for the county where the Property is located.
 - C. GGPII or its Beneficiaries shall provide a copy of the recorded Declaration to the Department within sixty (60) days of the Department's execution. The copy shall show the date and Book and Page number where the Declaration has been recorded.
 - D. In the event that Contamination exceeds levels acceptable for unrestricted use (EPA RSLs for residential use and/or MCLs) on a portion of the Property, GGPII or its Beneficiaries may create a new parcel of that portion of the property that will be subject to the Declaration.

- E. The Declaration shall be noted on the master deed of any planned development for the Property and noted, or referenced thereafter, on each individual deed of property subdivided from the Property and subject to the Declaration.
- F. The Declaration shall reserve a right of entry and inspection for GGPII or its Beneficiaries that may be transferred to another single individual or entity for purposes of compliance monitoring.
 - 1). GGPII or its Beneficiaries shall ensure that the restrictions established by the Declaration remain on any subdivided property.
 - 2). GGPII or its Beneficiaries shall create a procedure to provide a single point of contact responsible for documenting current land use and compliance with the Declaration regardless of the Property's ownership status. The procedure shall be reviewed and approved by the Department before it is implemented.
- G. The Declaration shall provide that the Department has an irrevocable right of access to the Property after GGPII acquires the Property, and such right of access shall remain until remediation is accomplished for unrestricted use and monitoring is no longer required. Such access shall extend to the Department's authorized representatives and all persons performing response actions on the Property under the Department's oversight.
- H. GGPII or its Beneficiaries, or the individual or entity responsible for compliance monitoring, shall annually document the Property's land use and compliance with the Declaration to the Department. The report shall be submitted by May 31st in a manner and form prescribed by the Department.
- I. The Department may amend the Declaration in response to changes in law, completion of remedial actions meeting the applicable standards in effect at the time, or if other circumstances of the Property change; however, said amendment

shall not be applied retroactively unless expressly provided for in the legislation. An amendment may strengthen, relax, or remove restrictions based on the EPA RSL Summary Table in effect at that time; however, the Department shall not impose a more restrictive condition based solely on changes in the EPA RSL Summary Table. An amendment to the Declaration shall be duly executed and recorded using procedures similar to those detailed above.

NOTIFICATION

7. All notices required to be given by either party to the other shall be in writing. Each party shall have a continuing obligation to identify a contact person, whose name, address, and telephone number must be updated to the other party, throughout the term of the Contract. Notices by electronic mail or facsimile shall be acceptable if acknowledged in writing by the recipient; with the delivery date being the date of acknowledgment or earlier date if stated in the acknowledgment. All other forms of notice shall be deemed sufficiently given if delivered at the address shown below, or at such place or to such agent as the parties may from time to time designate in writing, by: 1) regular U.S. Mail by which notice shall be deemed to occur seven (7) days after the postmark date; 2) Certified or Registered Mail by which notice shall be deemed to occur on the date received as shown on the receipt; 3) Commercial delivery service company by which notice shall be deemed to occur on the date received as shown on the receipt; or, 4) hand delivery to the other party.

A. All correspondence, notices, work plans, and reports shall be submitted to:

Angela Gorman
Bureau of Land and Waste Management
2600 Bull Street
Columbia, South Carolina 29201

B. All correspondence and notices to GGPII shall be submitted to GGPII's designated contact person who as of the effective date of this Contract shall be:

Ben Liebetrau, Vice President
Greystar GP II, LLC
18 Broad Street, Suite 300
Charleston, South Carolina 29401

FINANCIAL REIMBURSEMENT

8. GGPII or its Beneficiaries shall reimburse the Department for its public participation costs and for oversight costs of activities specific to this Contract as provided by S.C. Code Ann. § 44-56-750(D). The oversight costs shall include the direct and indirect costs incurred by the Department in implementing the Voluntary Cleanup Program as related to this Contract, and any future amendments thereto, and may include costs related to this Contract and incurred by the Department prior to execution of this Contract. Invoices for oversight costs will be sent to GGPII on a quarterly basis. All costs are payable within thirty (30) days of the Department's invoice submitted to:

Ben Liebetrau, Vice President
Greystar GP II, LLC
18 Broad Street, Suite 300
Charleston, South Carolina 29401

- A. Failure to submit timely payment for costs upon receipt of the Department's invoice is grounds for termination of the Contract pursuant to paragraph 16 herein.
- B. Payment for costs incurred by the Department pursuant to this Contract shall become immediately due upon termination of the Contract by any party pursuant to paragraph 16 herein.

ACCESS TO THE PROPERTY

9. GGPII agrees the Department has an irrevocable right of access to the Property for environmental response matters after GGPII acquires the Property. This right of access remains until such time as remediation is accomplished for unrestricted use

and monitoring is no longer required, and shall extend to the Department's authorized representatives and all other persons performing response actions on the Property under the Department's oversight.

CERTIFICATE OF COMPLETION AND COVENANT NOT TO SUE

10. A Certificate of Completion shall be issued to GGPII or its Beneficiaries for the Property under this Contract as follows:

- A. GGPII or its Beneficiaries shall request a Certificate of Completion pursuant to S.C. Code Ann. § 44-56-750(C)(1) after the response actions are completed and any required Declarations are recorded pursuant to this Contract. The request shall be in writing and shall report 1) the amount of soil that was removed or remediated on the Property; and 2) the cost of all environmental work conducted pursuant to this Contract.
- B. Pursuant to § 44-56-750(C)(1) the Department shall issue the Certificate of Completion with its covenant not to sue upon determining that GGPII or its Beneficiaries has successfully and completely complied with the Contract and the voluntary cleanup approved under S.C. Code Ann. §§ 44-56-710 through 760.
- C. The Department may issue a Provisional Certificate of Completion if the substantive response actions required under this Contract are complete and a required Declaration has been recorded but all actions under this Contract have not been completed due to Property-specific circumstances.
 - 1). A Provisional Certificate of Completion will include specific performance standards that GGPII or its Beneficiaries shall continue to meet.
 - 2). The Provisional Certificate of Completion may include the Department's covenant not to sue for Existing Contamination; however, said covenant shall be automatically revoked if GGPII or its Beneficiaries do not satisfactorily

complete the requirements of the Contract as stipulated in the Provisional Certificate of Completion.

ECONOMIC BENEFITS REPORTING

14. GGPII or its Beneficiaries shall report information to the Department that demonstrates that the activities pursuant to this Contract have been beneficial to the State and community. The report shall be submitted within two (2) years after the execution date of this Contract, and annually thereafter until two (2) years after redevelopment of the Property is complete. GGPII shall summarize the new operations at the Property, the number of jobs created, the amount of property taxes paid, and the total amount invested in the Property for property acquisition and capital improvements.

CONTRACT OBLIGATIONS AND PROTECTIONS INURE

15. The terms, conditions, obligations and protections of this Contract apply to and inure to the benefit of the Department, GGPII, and its Beneficiaries as set forth below. The following stipulations apply to ensure the transition of all obligations and protections to successive Beneficiaries for any portion of the Property:
- A. GGPII or its Beneficiaries shall provide a copy of this Contract and applicable Appendices to any subsequent Beneficiary. Transmittal of the Contract copy may be via any commonly accepted mechanism.
 - B. GGPII and its Beneficiaries shall not allow residential occupancy on any portion of the Property prior to obtaining the Certificate of Completion or a Provisional Certificate of Completion specific to that portion of the Property allowing residential occupancy.
 - C. If the Certificate of Completion has not been issued, GGPII or its Beneficiaries shall request approval from the Department prior to transferring the obligations and

protections of this Contract to a new person or entity. The Department shall not unreasonably withhold its approval upon receipt of a Non-Responsible Party Application for Voluntary Cleanup Contract documenting that the new person or entity:

- 1). Is not a Responsible Party for the Site;
- 2). Has sufficient resources to complete the activities of this Contract;
- 3). Will not use the Property for activities that are inconsistent with the terms and conditions of this Contract;
- 4). Will assume the protections and all obligations of this Contract; and,
- 5). Will, in the Department's sole discretion, provide a measurable benefit to the State and the community as a result of this transfer.

D. If the Certificate of Completion has been issued and the portion of the Property is subject to a Declaration or other ongoing obligation pursuant to this Contract, GGPII or its Beneficiaries shall provide written notification to the Department identifying the new individual or entity within thirty (30) days after the effective date of the ownership change or other possessory transfer of the Property.

- 1). The notification shall include a signed statement from the new individual or entity that its use of the Property will remain consistent with the terms of the Contract and the Declaration, and that it will assume the ongoing obligations and protections of this Contract.
- 2). This requirement is waived for an individual or entity acquiring a portion of the Property for individual residential or commercial use provided the Declaration is noted on the master deed for the planned development, and the Department has approved the procedure for a single point of contact responsible for documenting current land use and compliance with the Covenant.

CONTRACT TERMINATION

16. GGPII, its Beneficiaries, and the Department each reserve the right to unilaterally terminate this Contract by giving thirty (30) days advance written notice to the other party. Termination shall be subject to the following:

A. The Department may not terminate this Contract without cause and before termination, shall provide GGPII or its Beneficiaries an opportunity to correct the cause(s) for termination, which may include, but is not limited to, the following:

- 1). Failure to complete the terms and conditions of this Contract;
- 2). Change in GGPII's or its Beneficiaries' business activities on the Property or use of the Property that are inconsistent with the terms and conditions of this Contract;
- 3). Failure to submit timely payment for costs upon receipt of the Department's invoice;
- 4). Failure of GGPII or its Beneficiaries to implement appropriate response actions for additional Contamination or releases caused by GGPII or its Beneficiaries;
- 5). Knowingly providing the Department with false or incomplete information or knowing failure to disclose material information;
- 6). Failure by GGPII or its Beneficiaries to obtain the applicable permits from the Department for the response actions or other activities undertaken at the Property pursuant to this Contract; or,
- 7). Failure by GGPII or its Beneficiaries to make material progress toward the expansion, redevelopment, or reuse of the property as determined by the Department upon consideration of GGPII's or its Beneficiaries' marketing efforts, regional economic conditions, and other pertinent information on the Property.

B. Should GGPII or its Beneficiaries elect to terminate, that party shall certify to the Department's satisfaction that any environmental or physical hazards caused or

contributed by GGPII or its Beneficiaries have been stabilized or mitigated such that the Property does not pose hazards to human health or the environment.

- C. Termination of this Contract by any party does not waive the Department's authority to require response action under any applicable state or federal law.
- D. Termination of this Contract by any party does not end the obligations of GGPII or its Beneficiaries to pay costs incurred by the Department pursuant to this Contract. Payment for such costs shall become immediately due.
- E. Upon termination, the protections provided under this Contract shall be null and void as to any party who participated in actions giving rise to termination of the Contract. Revocation of protections shall also apply to that party's lenders, parents, subsidiaries, and successors, including lessees, heirs, devisees, and other parties taking an interest in the Property through that party who participated in actions giving rise to termination of the contract. The protections will continue for any party who has received protections through a Certificate of Completion for this Contract, and who did not participate in the actions giving rise to the termination.

ENTITLEMENT OF PROTECTIONS AND BENEFITS

17. GGPII and its Beneficiaries are entitled to the protections and benefits in regard to Existing Contamination provided by South Carolina statutes as follows:

- A. Effective on the date this Contract is first executed by the Department:
 - 1). Protection from contribution claims under CERCLA § 113, 42 U.S.C. § 9613 and SCHWMA § 44-56-200.
 - 2). Protection from third-party claims as provided by S.C. Code Ann. § 44-56-750(H).
 - 3). Eligibility to file annual application for Voluntary Cleanup Activity Tax Credits pursuant to the Income Tax Act, S.C. Code Ann. § 12-6-3550 (2014).

- B. Effective on the date the Certificate of Completion is issued by the Department:
- 1). The Department's covenant not to sue GGPII and its Beneficiaries for Existing Contamination but not for any Contamination, releases and consequences caused or contributed by GGPII or its Beneficiaries.
 - 2). Specific tax credits or additional benefits expressly contingent in South Carolina statutes on issuance of the Certificate of Completion.
- C. These Protections and Benefits do not apply to any Contamination, releases, and consequences caused or contributed by GGPII or its Beneficiaries. The Department retains all rights under State and Federal laws to compel GGPII and its Beneficiaries to perform or pay for response activity for any Contamination, releases and consequences caused or contributed by GGPII or its Beneficiaries.

RESERVATION OF RIGHTS BY THE DEPARTMENT

18. Nothing in this Contract is intended to be, or shall be construed as, a release or covenant not to sue for any claim or cause of action, past or future, that the Department may have against any person, firm, or corporation other than GGPII and its Beneficiaries. The Department reserves the right to undertake future response actions at the Site and to seek to compel parties, other than GGPII and its Beneficiaries, to perform or pay for response actions at the Site. Nothing in this Contract shall in any way restrict or limit the nature or scope of response actions that may be taken or be required by the Department in exercising its authority under State and Federal law.

RESERVATION OF RIGHTS BY GGPII

19. GGPII retains all rights to assert claims in law or equity against any person, company, or entity with respect to the Property, except as limited elsewhere by this Contract. GGPII and its Beneficiaries specifically deny responsibility for response costs or damages resulting from Existing Contamination except for Contamination, releases,

and consequences they cause or contribute. However, GGPII and its Beneficiaries agree to undertake the requirements of this Contract.

BURDEN OF PROOF

20. GGPII and its Beneficiaries shall have the continuing obligation to demonstrate that any newly discovered Contamination is not caused or contributed by GGPII or its Beneficiaries. GGPII and its Beneficiaries shall make this demonstration to the Department's satisfaction in accordance with State or Federal Law applicable to such newly discovered Contamination. For purposes of this clause, newly discovered Contamination means finding types of Contamination not previously identified at the Property or substantially higher concentrations of Existing Contamination.

LIMITATION OF CLAIMS BY GGPII AND ITS BENEFICIARIES

21. In consideration of the protections from the Department under this Contract, GGPII and its Beneficiaries agree not to assert any claims or causes of action against the Department or to seek other costs, damages, or attorney's fees from the Department arising out of activities undertaken at the Property pursuant to this Contract. This limitation shall not extend to any claims or causes of action resulting from the Department's intentional or negligent acts or omissions, or the Department's willful breach of this Contract.

[Remainder of page left blank]

SIGNATORS

22. The signatories below hereby represent that they are authorized to and do enter into this Contract on behalf of their respective parties.

**THE SOUTH CAROLINA DEPARTMENT OF HEALTH
AND ENVIRONMENTAL CONTROL**

BY:

DATE:

Daphne G. Neel, Chief
Bureau of Land and Waste
Management

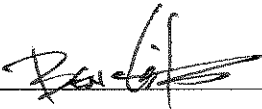
DATE:

Reviewed by Office of General Counsel

GREYSTAR GP II, LLC

BY:

DATE:



11/09/17

BEN LIEBETRAU / VICE PRESIDENT
Printed Name and Title

APPENDIX A

Application for Non-Responsible Party Voluntary Cleanup Contract

Greystar GP II, LLC

August 11, 2017



Non Responsible Party Application for Voluntary Cleanup Contract

I. Applicant Information

1. Applicant is a: ☒ Single Entity ☐ Co-Entity (Each Co-Entity must complete items 1-8)
2. Applicant Type: ☐ Private Individual /Sole Proprietorship ☒ For-profit Business (Corp., Partnership, etc.) ☐ Tax-Exempt Trust/ Corporation/ Organization ☐ Government / Other Public Funded Entity

3. Applicant's Legal Name Greystar GP II, LLC

4. Contract Signatures for this Applicant

a. Authorized Signatory

Ben Liebetrau	Vice President	bliebetrau@greystar.com
Name	Title	Email
18 Broad Street, Suite 300	843-579-3221	
Address	Phone1	Phone2
Charleston	SC	29401
City	State	Zip

b. Other Signatories ☐ None

Name	Title	Phone	Email	Signature Required On Contract?
Todd Wigfield	Vice President	(843) 579 - 3236	twigfield@greystar.com	<input type="checkbox"/>
		() -		<input type="checkbox"/>
		() -		<input type="checkbox"/>

5. Physical Location of Applicant's Headquarters

18 Broad Street 300
Street address Suite Number
Charleston SC 29401
City State Zip

6. Mailing address: ☒ Same as Authorized Signatory Go to question 7

Contact person (if different from Authorized Signatory) Title
Street Number or PO Box Phone1 Phone 2
City State Zip Email

7. Company Structure Information ☐ Not-applicable (Local Government, Sole Proprietorship, Private Individual) - Go to Question #8

- a. Company is Incorporated/ Organized/ Registered in Delaware (state)
b. List all principals, officers, directors, controlling shareholders, or other owners with >5% ownership interest.

Attach additional pages if needed.

Name	Name
Robert A. Faith	

- c. Is the applicant a subsidiary, parent or affiliate of any other business organization not otherwise identified on this form?
☒ Yes ☐ No

d. If yes, identify all affiliations: Greystar Real Estate Partners

8. Non-Responsible Party Certification

By signature below, it is affirmed that no person or entity identified anywhere above:

1. Is a current owner of the property
2. Is a Responsible Party for the site
3. Is a parent, successor, or subsidiary of any Responsible Party or owner of the property
4. Has had any involvement with the property in the past other than activities performed in anticipation of participation in the Voluntary Cleanup Program

Authorized Signatory

Co Signatories

II. Property Information

9. Location

a. Physical Address 40 and 44 Market Point Drive (Northeast Corner of Market Point Drive and Connector Road)

b. County Greenville

c. ☐ Property is outside any municipal boundaries ☒ Property is inside the municipal limits of Greenville
(town/city)

10. List any Companies or Site names by which the Property is known

Former Hoechst Celanese Site

Former Fiber Industries Site

11. Total Size of Property Covered by this Contract 5.7 Acres

12. How many parcels comprise the Property? 2 parcels (one full parcel and a portion of a second parcel)

13. Current Zoning (general description)

The site is currently vacant; however, current development in the area consists of high-density residential (multi-family housing) and retail / commercial.

14. a. Does the property have any above- or below-ground storage tanks? ☐ Yes ☒ No

b. If Yes, provide information on the number and capacity of the tanks, their contents, and whether they will be retained, or closed and/or removed.

15. Parcel Information Complete the information below for each Parcel (attach additional sheets if needed)

a. Tax Map Parcel# 0547010101637
b. Acreage 0.3
c. Current Owner Point Development, LLC
d. Owner Mailing Address 33 Market Point Drive
Greenville, SC 29607
e. Contact Person for Access Kevin McShane
f. Access Person's Phone # 864-905-6268
g. Is Parcel Currently Vacant? ☒ Yes ☐ No
h. Buildings on the parcel? ☒ None
(check all that apply) ☐ Demolished/Ruins
☐ Intact, To be demolished
☐ Intact, To be re-used
i. Business/facility operations ☐ Never Operated on the parcel
☒ Not operating since 1989
(approx date)
☐ In operation: nature of the
business _____

a. Tax Map Parcel# 0547010101627
b. Acreage 5.45
c. Current Owner Point Development, LLC
d. Owner Mailing Address 33 Market Point Drive
Greenville, SC 29607
e. Contact Person for Access Kevin McShane
f. Access Person's Phone # 864-905-6268
g. Is Parcel Currently Vacant? ☒ Yes ☐ No
h. Buildings on the parcel? ☐ None
(check all that apply) ☒ Demolished/Ruins
☐ Intact, To be demolished
☐ Intact, To be re-used
i. Business/facility operations ☐ Never Operated on the parcel
☐ Not operating since 1989
(approx date)
☐ In operation: nature of the
business _____

a. Tax Map Parcel# _____
b. Acreage _____
c. Current Owner _____
d. Owner Mailing Address _____
e. Contact Person for Access _____
f. Access Person's Phone # _____
g. Is Parcel Currently Vacant? ☐ Yes ☐ No
h. Buildings on the parcel? ☐ None
(check all that apply) ☐ Demolished/Ruins
☐ Intact, To be demolished
☐ Intact, To be re-used
i. Business/facility operations ☐ Never Operated on the parcel
☐ Not operating since _____
(approx date)
☐ In operation: nature of the
business _____

a. Tax Map Parcel# _____
b. Acreage _____
c. Current Owner _____
d. Owner Mailing Address _____
e. Contact Person for Access _____
f. Access Person's Phone # _____
g. Is Parcel Currently Vacant? ☐ Yes ☐ No
h. Buildings on the parcel? ☐ None
(check all that apply) ☐ Demolished/Ruins
☐ Intact, To be demolished
☐ Intact, To be re-used
i. Business/facility operations ☐ Never Operated on the parcel
☐ Not operating since _____
(approx date)
☐ In operation: nature of the
business _____

a. Tax Map Parcel# _____
b. Acreage _____
c. Current Owner _____
d. Owner Mailing Address _____
e. Contact Person for Access _____
f. Access Person's Phone # _____
g. Is Parcel Currently Vacant? ☐ Yes ☐ No
h. Buildings on the parcel? ☐ None
(check all that apply) ☐ Demolished/Ruins
☐ Intact, To be demolished
☐ Intact, To be re-used
i. Business/facility operations ☐ Never Operated on the parcel
☐ Not operating since _____
(approx date)
☐ In operation: nature of the
business _____

a. Tax Map Parcel# _____
b. Acreage _____
c. Current Owner _____
d. Owner Mailing Address _____
e. Contact Person for Access _____
f. Access Person's Phone # _____
g. Is Parcel Currently Vacant? ☐ Yes ☐ No
h. Buildings on the parcel? ☐ None
(check all that apply) ☐ Demolished/Ruins
☐ Intact, To be demolished
☐ Intact, To be re-used
i. Business/facility operations ☐ Never Operated on the parcel
☐ Not operating since _____
(approx date)
☐ In operation: nature of the
business _____

III. Property Redevelopment

16. Describe the intended re-use of the property:
(attach additional sheets if necessary)

Age-restricted multifamily residential with approximately 200 dwelling units and associated open and garage parking areas, drives, landscaped areas, and courtyards. Proposed development plans are attached.

17. a. Will the future use include any chemical processes, petroleum or chemical storage and handling, on-site waste disposal, or generate any hazardous substances? ☐ Yes ☒ No
b. If Yes, identify the substances and discuss steps that will be taken to prevent their release to the environment.

18. Will redevelopment lead to the creation of permanent jobs on the property? ☒ Yes Anticipated Number 6
☐ No

19. Projected Increase to the Tax Base as a result of this redevelopment: \$ TBD

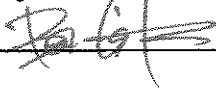
20. a. Will there be Intangible benefits from this redevelopment such as:
☐ LEED, Earth Craft, EnergyStar, or similar certification of Sustainable Development
☐ Creation / Preservation of Green Space on the Property
☐ Deconstruction/ Recycling of demolition or building debris
☐ Other _____

b. Please Describe:

21. Anticipated date of closing or acquiring title to the property 4 / 1 / 2018

22. Redevelopment Certification

By signature below, the applicant(s) affirm that their proposed use and activities will not knowingly aggravate or contribute to existing contamination or pose significant human health or environmental risks on the property.



Signature(s)

IV. Project Management And Financial Viability (Co-Entities, refer to instruction sheet)

23. Environmental Consulting Firm
☐ None as of this application date

Terracon Consultants, Inc
Company

72 Points Circle	Greenville	SC	29615
Address	City	State	Zip
C. Tice Welborn	PG #2591	864-293-7365	864-314-4543
Project Contact1	S.C PE/PG Reg. #	Phone1	Phone 2
George K. Flores	PE #19462	864-293-7342	704-614-4054
Project Contact 2	S.C PE/PG Reg. #	Phone1	Phone 2

24. Legal Counsel (Optional)

Troutman Sanders

Firm

Susan Charles

312-759-5931

Attorney

Phone1

Phone 2

1 North Wacker Drive, Suite 2905

Chicago

IL

60606

susan.charles@troutman

Street Number or PO Box

City

State

Zip

email

25. Applicant's Billing Address ☒ Same as Contact person in #6 above Go to question #26

Financial Contact

Title

Company

Phone

Address

City

State

Zip

26. Financial Viability

By signature(s) below, the applicant agrees to:

1. Pay the Department's costs upon receipt of invoices for implementing the Voluntary Cleanup Program for this Property, and
2. Provide financial statements, if requested, to document financial viability to conduct the response actions on the Property.

☐ Waiver Requested (Check Box If applicable)

The applicant is a Local Government or qualifies as a 501(c) Non-Profit Organization, and requests waiver of some Departmental costs of implementing this contract.


Signatures

V. Application Completion (The following are required along with this form. Check applicable boxes)

27. The Legal Description of the Property is attached as a: ☒ Plat Map ☐ Metes and Bounds Text ☐ Both

28. The Phase I Environmental Site Assessment Report is attached as a:

☒ New report completed in the past six months by Terracon Consultants, Inc

(Name of Environmental Firm)

☐ Older report updated in the past six months by

(Name of Environmental Firm)

29. Environmental sampling data and other reports: (check one)

☐ The Applicant is not aware of any environmental testing on the property

☒ The Applicant believes the Department already has all environmental data in its files on: Former Fiber Industries

(Site Name)

☒ The Following reports are attached:

Report Date

Report Name

Environmental Firm

August 4, 2017

LSI - Overture Greenville

Terracon Consultants, Inc

30. Mailing addresses of Former Owners, Operators and other Potentially Responsible Parties:(check one)

☐ Enclosed with this Application as an Attachment

☒ Will be submitted along with (or before) the signed contract

31. The applicants attest by signature below that this application is accurate to their best knowledge. Furthermore, the applicants request DHEC evaluate the Property for inclusion in the Brownfields Voluntary Cleanup Program and draft a Non-Responsible Party Contract for the Property.


Signature(s)

This Section for Department Use Only

Assigned File Name		
Eligible for NRP Contract	Y N	
Assigned File Number		
Assigned Contract Number		

